L.R.
(1896-97)

89-96-97
1418

Sub: Appeal of Narasimaraju, Shanbhogue of Bagepally regarding the recovery of Takavi loan

—•—

p 52

P-7 46-98

G. R. S. IX-5]

Previous references.

1896-97
~~191~~ .
(2R)

Later references.

89-96
File No. ~~89-96~~

Serial Nos. 1-18

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1-18

for ~~Part~~ B for April 1899

SUBJECT.

Appeal of Narasimhaiya, shanbhogue of Bogekally regarding the recovery of "Yakasi loan" ~~advanced by him with interest~~

W D 1250—GPB—30,000 - 28-1-19

Countermarked

Petn No 2888 from Shan
- bagueg-Nanamkanjin
& 20.3.97.

G.R.S. III—3]

[To be used only for not rd.]

call for report
with the records
the case will
29/4/97
KC
30/4/97
Draft. on
M 30/4/97

N.B.—Should routine notes be
the notes must be co
this form.

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not intended for permanent record.]

N.B.- Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

Petns 1755, 2888 + 2900
& 1-12-96, 20-3-97 & 1-4-97
respectively.

Petr - Shanthappa Rama-
-nthaiya
Bagepalli
Kolar.

Subject:

Appeal against the
order of the Addl Commr,
Kolar Divn, Vide, No 60, dt 14-9-96
directing the recovery of
Takavi Loan.

Facts of the case:-

1. On 8-12-91,
Gundappa Ramanthaiya
put in a petition for
a ~~Sanction~~ loan of Rs 300/-
for repairing a well
on the hypothecation of
S. No 4 in Channigadi
having

villages where a rate of Rs 1/8 per c yd had been sanctioned in consideration of the hardness of the soil; so also in his case the said rate of Rs 1/8 should be sanctioned. He further urged that although 5 months had elapsed since the Mutchalika binding him to the condition of finishing the well in 6 months' time was taken from him, no money at the second instalment had been advanced to him; that as the estimated amount was insufficient even for the earth-work, it was absolutely impossible to carry on the stone-work as well with that amount; that, after a

(7)

it appeared that the stone-work was unnecessary; that he wanted the whole amount and not a third of it again; that, during the inspection, the well-maistry had not noted a work-equivalent of only Rs 150/- whilst he had actually spent on the well nearly Rs 200/-; that as the soil was hard he had had to get the work executed by hanging at the rate of Rs 1/8 per c. yd. He prayed that the original rate of 4/as. might be altered (to Rs 1/8) after personal inspection.

6. Upon this, a further sum of Rs 95/- was advanced to Narasimhaiya on 4-6-92. He drew up a mutchalika* to the effect that, as the rains had hindered the progress of work, he would complete it within February 1893;

* [illegible]

having the marginally noted particulars. He stated that he was desirous of ~~constructing~~ repairing the well in the said land with a view to improve the land; that if the amount prayed for were lent him he would complete the construction of the well within 12 months according to the Government estimate; and that he would not only draw up a Muhahaika to that effect, but would act in every respect in obedience to the rules framed in the matter. He had ~~already sunk~~ He certified that the land had not been transferred (to anyone else) by sale, mortgage &c.

2. On 11-1-12 some of the villagers drew up a Muhahaika to the effect that they had seen the land & the well mentioned in the Muhahaika, that it

S.No.	Survey No.	Area in acres	Assessment	Khatedar	Particulars of the Muhahaika	Amount required	Area & Assessment of the land already dug with	Remarks
14	39	3-39	3-2-0	Sanjeevanna Venkatramana Bhandi	Purchased, not in existence	1 well Rs 300-0-0	3-39 10 x 10 x 8	"The land was purchased 6 years ago."
	11	1-11	1-4-0				1-11 18 ft. deep	The Patel says, it is in existence & verified.

* Patel says, Purchased deja ~

* Hanamanthaiya

the well were fixed, sunk by 6 ryots and the Kapile-vesi[x] erected, the 3 or 4 acres of land below the well would be irrigated; that after the well was constructed the land together with the well would be worth Rs 500/=; that the land had not been alienated by sale or mortgage &c.; & that the fresh water of the well was obtainable at a depth of 3 metres from the surface.

3. Whereupon the Asst Comm[r] in charge Land Improvement Loan ordered[x] that Rs 200/= might be sanctioned to be paid back in 20 years by instalments, & that the time allowed for completion of work was 6 months; & that Rs 65/= might be paid to

x. Bund on each side of the water-course of the fresh well.

x on 12-1-92

to Ramchandra at the
first instalment.

4. So, on 13-1-92 the
Shanbhag Narasimhaiya received
Rs 65/- and drew up
a Muchalika* in the
prescribed form, and
~~Heard~~ Marked one Syamachar,
son of Srinivasachar of
the Kasaba as his surety.

5. On 16-5-92 Nara-
simhaiya petitioned the
Asst. Commr on special
duty urging that the
rate of 4/as per c. yd
sanctioned was too
inadequate, for, at that
rate it was very diffi-
cult for him to turn
out work equal to the
sum advanced, even
though he spent Rs 100/-
over & above that sum;

† that therefore, as in
the case of neighbouring
villages

* (Rajas 63 of 91-92 read.

and that, after that date, if the Govt Authorities found that the work had not been carried out according to estimate, they might, without taking into account the work that might ~~still then~~ have been completed, recover from him the said advance of Rs 160/- together with interest thereon.

7. February '93
passed, and June too.
On 28-7-93 a notice from Amildar was received from Ramanthaiyan stating that the Special Asstt. Commr had ordered in his Circular No 7. 916-5-93, that all those that had obtained loans should submit written 15th June 93 the Last

Measurement List*

* ಪಟ್ಟಿಯ ಅಂತ್ಯದಲ್ಲಿ ಸಹಿ

regarding the completion
of the well, & that all
those that had failed
to complete the well with-
in that time, should be
made to pay back the
advanced sum with interest
at 6% ; that accordingly
as the said Ramachandraiya
had left his well in-
complete in spite of
many warnings, he
had to remit to Bagepalli
Cutchery the said sum
of Rs 160-0-0 together
with interest, Rs 11-0-7,
within 15 days after
the receipt of this notice,
& that in default of
payment in time, steps
would be taken on him
according to Rules.

6. In the meantime,

i.e on 31-3-94, Sanjeevamma

submitted a petition to the Special Asst. Commr. saying that she had come to know that Narasimhaiya (her sister's husband) had obtained the loan from Govt. by alleging that he had purchased 3a-38g* of dryland in S. No. 14, assessed at Rs. 3-12-a, in her Khata; that as her cousins once tried to deprive her of her mirasi and as she had no other male supporters, she had alienated the land to his name nominally by means of a sale-deed without receiving any money from him; that she had the said land in her own enjoyment; that she had a daughter and a daughter* for her maintenance; that Narasimhaiya who has

a - g
* 3-39 - vide Sanchara.

* Daughter's son

no had in the land, had
been living with her as
he was her sister's husband,
and causing disquiet
with the intention of depriving
her of her money; that
the well which was sunk
by her ancestors had needed
no repairs, and yet Rama-
linhaiya had obtained the loan
~~DE~~ with the motive of using
the money in a different
way; that he had also
obtained some money
from her stating that
the well was in a dilapidated
condition and had made
it look worse by spending
only Rs 3 or 4 on it;
that she, ignorant of
~~his~~ his obtaining the loan
from Govt, had believed
that the well would be
repaired by private money;
that the sanctioning of
the loan on the plaint,

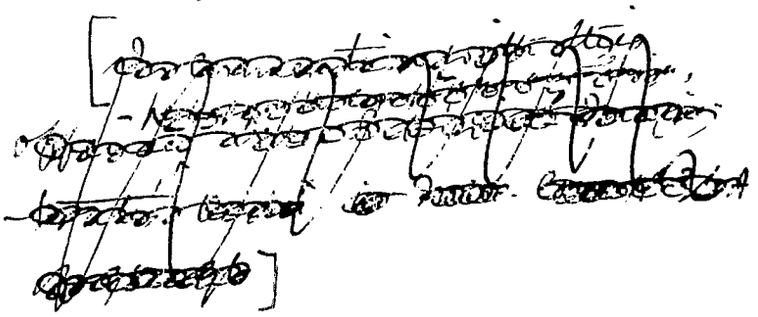
of

of Ramanthaiya Mudaliar informing her, the Petitioner, of it, was opposed to rules; that in using the loan for private purposes, Ramanthaiya had cheated Sircar; & that the Land in her khata was not to be proceeded against for the money due from Ramanthaiya. She prays therefore that Govt might recover the dues by the sale of his own property.

9. This petn was sent to Amildar by the Spl Revenue Commr for necessary enquiry. Notices were accordingly served on parties. Ramjeeramma could not be present for the first hearing because she had been ~~was~~ well thrashed in a quarrel between

between her and her said husband Ramchaiya on 18-6-96, and has consequently suffering[x] from ague and fever.

x vide Arzi (p. 4/20)



10 The Munsif after going over the papers relating to the dowchast of Ramchaiya, and after hearing some of the parties that presented themselves before him reported[x] that the Arzida Sanjeevamma ought to have been present to establish the truth of the points urged in her petition; & that Ramchaiya had alleged that Kabala, to prove that the land had been sold to him at the time of dowchast was

x N° 4, 8/15-2-98 - p (1/20)

to be found in the cheque
he drawn by him.

11. On 3-7-95 ~~[illegible]~~ a notice was served on Ramasinghe stating that he had not completed the well-work even though he ~~[illegible]~~ was given time ~~extension of~~ time once or twice; that he should remit within 15 days the sum of Rs 160/= taken by him together with interest on it. & that if he failed to do so, further steps would be taken without giving him any previous notice.

12. Money was not paid in specified time and the Arbitrator according directed the Obeyesekere to recover the loan (Rs 100/=) from Ramasinghe with interest. The Obeyesekere, failing to recover it, furnished

X 3-5-96 & 21-2-96.

GOVERNMENT OF ...

a land which belonged to others, no enquiry of the Khatedars took place. Therefore the land forfeited could not be proceeded against. The so called Khatedars of the land, viz, Sanjeevamma and Kondamanaiga have been examined.

(19)

(2) "Sanjeevamma states that Narasimhaiga, Shamboy of Gonapalli and other villages is the husband of her sister and midana to her;- that it was true that she wrote a sale deed for Rs 500/- in the name of Narasimhaiga in which were included her 3a-38 of S.No 14 as well as other property; that

a

as her cousins began to
prove troublesome, she
had to take the above step
nominally, whilst she
retained the land in her
own possession ;- + that
it, left to the option of the
Sircar whether the forfeited
land by ~~offering~~ leasing which
as security the said Rama-
-linhaiya borrowed Rs 160/=
Shoud be sold or not.
"She states also in her petition
of 30-3-96 that she ~~mortgaged~~ leased
in 1881 the said 3a-3s of
S. No 14 to one Sivagiri Nanappa
Naidu in satisfaction of
a debt contracted by her
husband ; and that the
said Nanappa Naidu has
been enjoying the produce
and paying the Kandayam
also.

(3) " Adivaddy, son of

furnished[x] a list of plants[A]
held as security for the
information of the Minister.

13. In the meanwhile
Ramachandraiya and others[x]
petitioned[x] the Special Asst
Commr urging that ac-
cording to the condition of the
grant of loan the work they
had known[ant] was equal
to the sum taken by them;
and praying that the
amount already granted
might be recovered as
by raidayi[x], instalments,
or that the sanctioned
amount might be granted
to them in full on condition
of their giving full security after the raining season
was over.

14. Whereupon the Spl Asst
Commr called for the
Amildar's views with report.

x dt 21-3-96
A 3-3 a, 3-9 b, 1-11 c } of 1914.

x on 18-7-95
x Chikkanatha.
Yamanna.
Konda Reddi

15. On 11-3-96 the Amildar reported* to the Division Officer, Chikballapur, stating how Narasimhaiya had failed to complete the well although it was 4 years since the loan was granted to him, and although his time was extended once or twice. He requested that orders might be passed about the forfeiture of the lands mentioned in the Hidavali Patti.

* Taluk No. 175, 96-97 h(22)

16. The Div. Officer accordingly ordered* the forfeiture of the lands and directed the Amildar to proceed to take further steps, and to recover the balance of arrears, — after deducting the amount realised by the sale of hypothecated lands — from Narasimhaiya's surety-

* Irrigation No. 34, 96-97 17-3-96

Sanjeevamma - P 14
Kandaraiya P 16
Shankaranarayana-Sinhaiya } P 17
Shamachari P 16
Adiaddy - P 15

Smelt.

17. Whereupon Sale-notices were served on parties concerned directing them to show cause why the lands should not be sold. Their depositions* are taken.

18. And then the Amilsdar reported:-

* No. 195, 9/8/5/16 (P 22)

(1) Narasimhaiya, Shanbhog of Gyanapalli offered as security the two lands in S. No. 14 and obtained a loan of Rs 160/-. The Pahani of the first land measuring 3-38 with an assessment of Rs 3-12-0 is in the name of Sanjeevamma, while that of the other, measuring 1-11 with an assessment of Rs 1-4-0 is in the name of Kande Narasiya. It has come to light that when Narasimhaiya obtained the loan, placing as security

a

Nareppa Reddy. Stated that
3a- 38y of S. No 14 was
leased ~~absolutely~~ given to him on 3-3-90 for
Rs 88-8-- by Sanjeevamma
by means of a deed drawn
up to the effect that he
should not only enjoy
the produce of it but also
pay the Kandayam on it;-
that the said Sanjeevamma
had also leased this
land in 1881 to his father
for Rs 70--- for the en-
joyment of produce;-
that later on, their accounts
were adjusted and a
fresh bond executed in
1890;- that since then
the produce of land has
been used and the
Kandayam paid by
him only; that he is
aware of the selling of the
land by Sanjeevamma
to Ramachandraiya, but
that

that he does not know
whether the money was paid
or not ;- & that he does
not remember his signing
the village Patrakar*
drawn up at the time
of advancing to Rama-
linga Rs 400/-.

4) " Konde Narsiga, the
so called Patadar of I-a-s
in S. No 4 states that
the Patta of the land was
~~was~~ in the name of one
Venkatanarasimhan, that
when the land was sold 4 or
5 years ago for Govt arrears,
it was purchased by him
for Rs 10-10 -- ; that he
has been enjoying the produce
since then and paying
the Kandayam ; & that
the Shanbhoga has not yet
given him the Patta in
his name. ~~[illegible]~~

~~[illegible]~~

~~[illegible]~~

* declaring that the land in question has not been disposed of by sale, or mortgage &c.

~~[illegible]~~,
~~[illegible]~~

(5) Ramanthaiya states that 3a - 3 8/8 of S.No 14 together with some other lands and house were sold to him by Sanjeevamma, as per sale deed, dt 22-12-85; ~~[illegible]~~ that the said portion has been in his possession since then, its kandayam being paid by him; that he is not in a position to pay back the sum advanced to him for constructing the well; that this amount might therefore be recovered by proceeding against lands offered as security; that as for the other 1a - 11 8/8 of the said S. No, Kondaraiya only purchased it for him, but the money (Rs 10-10-) ~~was~~ being paid

by

him only as can be ~~seen~~ verified by the Khandi; that according to Order No 608, of 9-2-92, the Pulta has been made in the name of the Rajagopalan; & that ~~however~~ that during this year Kandaraniya had taken away the produce by force of ~~the~~ &c.

(6) "Ramaswami, the brother of Narasimhaiya, states that he was not aware of the fact that the land under dispute had been hypothecated to Govt as a condition of grant of loan; that the amount (due from Narasimhaiya) may be recovered by proceeding against the land so hypothecated to Govt; & that if this were impossible, action may be taken on Narasimhaiya's movable property."

(7) "I have seen", continued the Amildar, "the records relating to the grant of loan

to

to Ramasichaiya in 91-92.
Ramasichaiya has stated
in his counter dt 25-12-91,
that the 2 portions of S. No 44.
were purchased by him
and that they still remain
in his possession. In the
Inquiry drawn up by
villagers on 11-1-92, it is
stated ~~that this land~~ that
this land is not alienated
by mortgage or by notification
etc. But Ramaiya who
says that he is the mort-
gagee (or lessee) of 3-39[x], and
Kunde Ramaiya who says
that he is the pujari on
of (the remaining) 1-11[a] have
both signed the above
said Inquiry. No men-
tion is made of the taka-
-vars of these men at that
time. I read also
Sanjeevamma's petition[x]
dt 31-3-94. In pursuance
of the order passed in this
petition to the effect that
necessary

[x] 3-38 (?)

[x] vide para 8
of facts.

which Narasimhaiya has repaired lately. On measuring the well-work newly done it was found that 498 c. yds of earth work had been done. Even calculating at the rate of 4/as per c. yd. it comes up to Rs 124-8-a. As the soil is a hard one he might have spent all the Rs 160/- on the well. Therefore it seems reasonable to recover the amount by selling the lands placed as security. If the sale-amount realised falls short of the amount due, then Narasimhaiya's other property may be proceeded against.

(11) "As for the land in the Khata of Konde Nara-siya, no enquiry seems to have been made at the time of advancing the amount to Narasimhaiya, as is apparent from the

records."

19 On 19-6-96 the Special Asst Comm^r in charge of Irrigation (Mr B.G. Krishna Rau Jr) ordered^x as follows:

(1) "Judging from the terms of the Muchalika, the amount borrowed on the lands is to be recovered by the sale of that land after the completion of the well-work. Until it is so completed, both the borrower and the surety are responsible for the amount. Now, as the work is not properly finished the personal ~~security~~ responsibility^x of these two is inadmissible. Because the present two Takaradars^x have signed the Mahazar drawn up at the time the loan was granted on the ~~hypothecation~~ security of these two lands, and because the Shanbhogs would not have been allowed to take up the well-work had he not had any

x R^s 50, 2 4

(30)

x ೫೦೮೨೨-೦೮

x Adivasy Konkaranu

necessary enquiry should
be made, which was denied
on the occasion. That she
did not then come forward
to establish the truth of the
points urged in her pleading
is explained in my Nº 14, §§ 15-24.
In support of the fact that
the land in question had been
mortgaged to Adimaby, a
copy of the ~~bond~~ deed has
been presented by the mortgagee ^ vide-p 15/1 + 2/15
and it is herewith attached.

A copy of the sale deed
presented by Ramachandraiya vide-p 1/17
is also herewith attached.
This deed seems to have
been executed and registered
on 22-12-85 and includes
3ª - 39ª of S. Nº 14. But the
same land was mortgaged
to Adimaby in 1890 who has
signed the said deed of 1885
(of Ramachandraiya) as a witness.
From this it appears that
Adimaby Kuruba the land having
been sold to Ramachandraiya
which he got (his son) ~~mortgage~~ lease-bond

drawn

drawn up later on. ~~In~~
Regarding the lease-bond
presented by him, Adirasa
states that the said 3-29[a][8]
of land had been leased to his
father in 1881, and that
it has ~~been~~ since remained
in his enjoyment. If it
were so he might have
put in a kattaiai when,
in 1885, this land was
sold to Ramasinhaiya.
Instead of doing so, he
has himself signed it
as a witness.

(8) "Kande Rasaiya,
pyki holder of 1[a]-11[8]
urges that there are the
Khindi &c. to witness the
payment by him of the
~~sale amount~~ purchase-
-money, and the annual
Kandayam, & that the
land has been in his own
possession. The Kande-
-Rasaiya has also signed
the villagers' Mahajan.

drawn upon the time
of grant of loan. He should
have put in his forya
then, but he did not do so.

(9) "Now, Narasimhaiya
holds the Shanubhogi office
of Gowdahalli village,
and is a Govt Servant.
It was because he had a
hak in the land that he
found did make bold
to have it as security
although its pattah was
in another's name, and
thereby obtain the loan.
I have submitted all
records relating to this matter
and await orders as to
my taking steps on the
land mortgaged as security
in order to recover
the amount due, or as
to any other ways of procedure.

(10) "I have personally
inspected the land. It came
to my knowledge that there
was a mud one originally

any kath in the land, the takavan of these persons are also inadmissible.

As Sanjeevamma has given up the deed in 1885, and registered it, her takavan should not be admitted.

(2) The lands should be sold by auction. The balance of the amount due, should be duly recovered from the borrower and his surety.

(3) The takavadar should be informed of the order by means of Suit."

20. Suits were accordingly issued to persons concerned and 28th July '96 was fixed as the date of sale.

21. The aggrieved thereafter appealed to the Commissioner against the above order. The Sanjeevamma urged in her petition, dt 30-6-96, that in passing

Sinhaiya as security was unjust; that as Rama-Sinhaiya possessed his own movable and immovable property, the Govt might proceed to recover the amount by their sale. She prays that the sale of her lands on the Revenue-side might be stayed until the Civil suit was pending disposal.

22. On this petition the Dy Commr (Mr C. Madiah) enquired* if the Khatedars consent had been obtained when the lands were placed as security at the time when the loan was granted; if it was not obtained, how was it that the grant was sanctioned.

* No 5, § 6-7-76

23. The Amildar reported* that by the records of 91-92 it was not clear that the

* No 4, § 13-7-76

might be handed over to his possession, it was decided after enquiry and inspection of records that the aforesaid sale-deed was invalid, and that if Narasimhaiya wished to get his kabja & the property established, he should do it in a Civil Court; that the Civil Suit that was filed by Narasimhaiya was still pending; that when she presented herself before the amildar in obedience to the notice served on her (in pursuance of the Spl. Asstt Commr's order passed on her petn of 31-3-94,) she was not examined; that on the foregoing grounds the order of the Dy Commr directing the sale of her lands placed by Nara-

vide- $h\left(\frac{46}{2}\right)$.

Simhaiya

passing the above order the
Spl. Asst Commr had ignored
the points urged in the depositions
before Kanniah, and gave
prominence to the Sale-deed
written by her to the name of
Ramasamithaiya, that the
said Sale-deed of 1895- which
was drawn up at his advice
and by which her house, lands
& other property were alleged said
to have been sold to Ramasamithaiya
for Rs 500/= was only a
nominal one, and had remained
with her until late Ramasamithaiya
after some quarrel between
him and her, contrived to
take a copy of it- with
a view to take steps towards
depriving her of her possessions;
that with this object when
he complained to the 1st class
Magistrate according to
Sec. 145 of Criminal Pro. Code
urging that the property
mentioned in the Sale-deed
might

the Khatedar Sanjeevappa was examined at the time of grant of loan on the security of land in her Khata.

24. Whereupon the Dy. Commr ordered* that the lands under question should not be sold (on the 28th) pending disposal of appeal by Sanjeevamma and Narasiga; that the rest of the property of Narasimhaiya should first be sold; and if the full amount could not be realised by the sale, the property of the Surety should then be proceeded against; + that, if even then, the full balance could not be realised, a report should be submitted by the Amildar.

25. The Dy Commr enquired into the case and then ordered x:—

* N°17, 18-7-96

+ N°60, 14-9-96

W^o Sanjeevamma and
Narasimhaiya were examined
in Camp Bagepalli. The
Khata of the land pledged
to Govt towards the loan
for well-repairs is not
in Narasimhaiya's name.
Sanjeevamma has produced
Rakhas to show that the
land has not been in Narasimhaiya's
enjoyment. On questioning
Narasimhaiya as to his
misrepresentation in obtaining
the loan, he has agreed
to pay the full amount
advanced to him within
the end of this month. If
Narasimhaiya fails to do
so he may be dismissed
from Shanbhoge-Sumasta ship,
and another competent man
(selected by the Karnam)
nominated to the vacancy,
and Sanction may be
obtained ~~as to the Karnam's appointment~~ therefor.
The Karnam then appointed

Shanbhoge

should be placed in charge of his ~~cir~~ firka. Legal steps should be taken to recover the amount from the movable and immovable property of Narasimhaiya.

(2) "It has been brought to my notice that Narasimhaiya possesses a share in the lands ~~situated~~ under Baloji Rao's channel in the khata of Kondappa. You may proceed against this land also."

(This is the order now appealed against)

26. Narasimhaiya failed to pay up the amount in time, & he was therefore dismissed[x]. Sanjeevamma proposed her son-in-law, Subbaiya, to the vacancy. The Amildar solicited[x] the ~~Board~~ Orders of the Revenue Officer as to his appointment. The Revenue Officer has called

Amildar's No 228, 92-10-96

x No 468 - 93-3-97

called for the full records
connected with the case.

27. In the meantime, Rama-
-linchaiya appealed[x] to Govt
against the foregoing order
No 60, dt 14-9-90 of the Dy Comr;
urging: that on 22-12-85
he purchased 3-38 a. & of S.N. 14
Sanjeevamma ~~formerly~~ (vide his sale deed)
~~husband~~ deceased, whilst
he purchased the other
1-16 a. & of the same S.No in 1891
registering the Patta, of the latter,
in the name of Konde Rama-
-siga[x]; that however he
had ~~been~~ both these lands in
his possession and enjoyment;
that before the ~~taka~~ loan
was sanctioned the Amildar
had gone to inspect the spot, and
~~had~~ enquired (orally) whether
the land was ever in his (Ramalingaiah)
possession and enjoyment
and whether there were any
takarars for the granting
of the loan; that Adiyadiya and
Konde Ramaiya, along with
some

[x] Pet[d] 1755, dt 1-12-96

[x] (Pet[r] Sanjeevamma)

Rome more villages had declared that the land was in the possession of the landholder and that they had no takaras for the amount being granted; and had accordingly drawn up a mahazar; that after confirmations of this kind as to the existence of the land in his possession and enjoyment, the 200 rupees was sanctioned as a loan on the security of the said land; that out of this amount only P. 160/ was given him while his request for the payment of the balance was unheeded; that the land was subsequently ordered to be sold for the recovery of the sum advanced, to which he agreed; that Singeravanna, Adivaddy, & Kondu Naidu who were privy when the well was ~~being under~~ being

being refused then complained
to the Dy Accountr who instead
~~of property~~ referring to the records
or making any enquiry passed
the order appealed against,
directing the recovery of the
advance Amount, with interest, in one
lump, and ordering his
suspension (?) (in default of
payment within the time limited) and sale of his
other properties; that
the order was opposed to
Secs 4-10 of the L. Impt Loans
Regulation and to the Govt
Proceedings of 21-7-91 which
state that steps should first be taken
on the lands placed as securities; x
that (1) Refusal was given
by the 1st Respondent (Sanjeevanmal)
(2) the villagers' Mahajan signed by Adiraaj & Hira
(3) the Auditors report & the
Ld Dys Appeal order thereon
might be perused as they were
in his favour. He prayed
further urged that he was
unable to pay the whole sum
in one lump; x that the
balance

x Dy Coms No 66, 3-9-96

x Removal from Office (?)

balance of the sanctioned amount, viz Rs 40/-, were given him, he would complete the well-work, and repay the amount by instalments.[x] He prayed that either this might be done or orders passed as to the recovery of the Rs 160/-, already advanced by instalments as originally agreed upon.

[illegible]

28. Whereupon the Dy Commr's relevant records were called for.[y]

29. Then the Dy Commr directed[z] the Amildar as follows:

(1) "The khata of S.No 14 is not in the name

[x] in 20 years.

O.M. dt 4-5-97

[z] No 191, 27-5-97 (Ex 67).

name of Narasimhaiya.
Also it is mentioned in
this office No 60, dt 14-9-96
that Sanjeevamma has
~~showed~~ proved that the same land
had not been in his enjoy-
ment. Obtain these details
from Sanjeevamma and
submit them.

(2) "Narasimhaiya states
in his deposition that he
has been paying the Kandayam
of Rs 3-3 8 of S.No 44
but also of the portion measuring
1a-11g. But Sanjeevamma
and Adiraddy (the ~~mortgagee~~ lessee)
have both deposed to the
effect that they have
been paying Kandayam
of 3-38, whilst Konde Naga-
iya has ~~deposed~~ stated that he
has been paying that of
1a-11g, the paiki-number.
Is there any truth in
the above statements?
Ascertain & report thereon

by

be submitted in the matter after ascertaining the facts by a reference to Khate, Khirdi &c.

(3) " Sanjeevamma, in her appeal petition to this Office, dt 30-6-96, states that Ramachandraiya has filed a suit in the Civil Court with a view to get his hak (to the lands) established. How was this suit disposed of; or is it still pending?"

30. Whereupon the Amildar examined again the parties and the accounts*, and then reported® that the papers relating to the hakdari of Sy 14 were all in the Civil Court (where Ramachandraiya's case was pending); that as regards the question of payment of Kandayam entries in the Dasabhatti and the Khirdi were

* Khate, Khirdi &c.

® No 176, dt 25-1-98

were clashing; that on examining
these two dakhalas of the year Vibhuti
it was found that the Jrsachatte
showed the Amount[x] as having
been paid by Konde Narasiya while
the Khirdi showed it as having
been paid by Narasimhaiya;
that, on Sanjeevanna's portion,
Kandayya had been paid
by Narasimhaiya from the
beginning, but that, on
Konde Narasiya's portion, both
~~Konde Narasiya~~ he and Nara-
-simhaiya had paid the Kandā-
-yya; that there were some
years, however, in which Narasimhaiya
had not paid Kandayya
on 1-8 of S. No 64, this portion alleged to
have been in his own enjoyment, the
Khatte of 1/8 being allowed nominally
to remain in Konde Narasiya's
name; that there were
dakhalas in favour of
each of these two disputants[x];

that with regard to the
question of ~~leasing~~ being a lessee
as aforesaid, there were no
dakhalas

[x] price of 1-8 of S. No 64

vide p. 57 & 58 &

(In 57 Narasimhaiya has erased Konde Narasiya's name, in one place, by water and substituted his own)

vide p. 66, the Sanjeevachee Statement.

[x] K. Narasiya & Narasimhaiya

payment of
chalans to show the Kan-
-dayam by him; that the
Khirdi accounts showed
also the ~~total~~ payment of the
total Kandayam by Nara-
-sinhaiya, & that no
correct information could
be got from extracts of
Roju + Kateha Patti* pre-
-sented by Adivaddy.

* p. 53 + 54.

The Amildar further
~~St~~ reported that Nara-
-sinhaiya had alleged that
the land in dispute had lately gone
to his share, that he would
himself be responsible for
the amount due to Govt,
and that if he were given
a little time he would
complete the well-work.

3/. The fact was that on
the Civil side, the parties
had compromised, and
the suit had been dismissed*
by the Munsiff in the
following

On 20-1-98

following words :-

"Both parties are absent. The arbitrators report that the parties have adjusted the suit by Compromise. The suit is dismissed."

32. The Amildar while submitting the above report with enclosures, & which is submitted also Copies of the Munsiff's Order and the Arbitrators' Report in Telugu.

33. On receipt of the report &c. from the Amildar the R/Commr has sent his report called for in his Appln O.M. No 1640 of 4-5-97. In this the R/Commr observes:-

(1) "It will be observed from the Amildar's report &c that Ketv has not proved that the portion of the S. No 14 in the Khata of Narasiya is in his enjoyment. The Inam patta filed in the record shows that the Inam rate money

was

was paid by Ramaiya while the entries in the Khandi prove that it was paid by the Petr; and the accounts show that the kandayam of the land was paid both by the Khatedar and the petitioner.

(2) "In the copy of the decision of the Arbitrators referred to in the Civil Court decree, dated 20th January 1898 (enclosed herein) it is settled that the portion of the S. No 14 in the Khata of Sanjeevamma should be divided equally between Sanjeevamma and the petitioner, that the latter has to pay to Govt the loan of Rs 160/- borrowed on the security of the above land and that, in the event of it being sold by Government in satisfaction of the loan, the other lands in

in Gonapalli, and Kirapalli
village wherein the petitioner
has a share stated got to
Sanjeevamma.

(3) " As regards the petitioner's
request that he may be given
time to complete the repair
of the well and pay the loan
by instalments, I am of opinion
that he does not under the
circumstances above stated
deserve any consideration,
since he failed to complete
the work in time."

34. As an enclosure to the
letter, the DO (Comm.) has sent
two petitions from Kande-
hanasiga & Sanjeevamma,
dt 25-4-98 & 24-4-98 respectively.

(1) Kandehanasiga states that,
with a view to deprive him
of the land ~~which he~~ purchased by him,
Hanasimhaiya, ~~having~~ who first
entered the payment (in the
Khirdi of Pahani) in the name
of the real purchaser (Kandehanasiga) ~~who~~ and then
changed

changed the name later on into his own; and the method adopted by him was to erase the original entry by water.

(2) Sanjeevamma, in her petn states that the arbitrators' final decision is not accepted by the Munsiff; that the case is dismissed on the ground of the absence of parties; that she has not given her consent to the arbitrators' decision (5th para) about the division of the land in dispute between her and Narasimhaiya; that the civil court does not admit this decision of the arbitrators. She says that the amount due to Govt may be recovered by the sale of Narasimhaiya's own property, and not of the land in the khata.

15/6/98. P.T.O

The complications in this case are due to the [x] (who granted the loan) having advanced a loan to one who was not the absolute owner of the land proposed to be benefitted by the loan

[x] Mr Vanjundia who was placed on Special duty during the Scarcity of 1891-92

Sec[n] 4 of Reg[n] IV of 1890 authorizes the grant of a loan "to any person having a right to make such improvement or with the consent of such person, to any other person"

~~Notice~~ Para 10 of Notif[n] No 70 A & 4/1/92 directs that the application for the loan should be the registered holder of the land to be improved and applications from mortgagees & lessees though in possession should not be complied with" under para 36 of the same

[x] framed under the Reg[n]

Notifn, the above para (10)
applies to loans for the
construction of wells,
as this point is not
provided for by the
Special rule published
under Notifn No 183
dt 21/7/91

It is true that the
Asst Commr granted
the loan on 12/1/92 while
the rule limiting the grant of
loan to Chakdars was
published on 4/1/92
But the ~~x~~ mechanical
(which is a printed form)
executed by the pet~~r~~ for
13/1/92 the following
words were added (vz 250
as Rs 3,250 we are
250 Rs 3,500
as well provided

XI No 3

This contradicts the statement
made in the application
& seems to have been
accepted without
scrutiny
The pltf contends that
the mortgage executed
by the Mayers on 11/11/92—
& the Mortgage of Sampsonnia's
share (1/8 no 14) & Narasja
the Khatedar of the remaining
share are included—
shows that Adu Reddi
& Narasja agreed to
the fraud, loan to
the pltf & that thus
1/8 no 14 can be proceeded
against, the promises
have not been satisfied
But even so Sampsonnia's
conduct has not been
taken & her share cannot be

proceeded against, I
by "person having a
right to make the
improvement" Whether
is meant
But Sec. 8 seems to
provide a way out of
all these difficulties
as under that Sec. "
"a written order under
the hand of an officer
empowered to make
loans under this Act"
granting a loan to a
person mentions therein
for the purpose of carrying
out a work described
therein for the benefit
of land specified therein
shall * * be
conclusive evidence
* * (b) that the person
mentioned had at the date

of the order a right to make
such an improvement"
The appearance of the
provisions of this sec^n
with however conduce
to the triumph of the
pet^r whose conduct
has been fraudulent-
throughout. & the property
of the pet^r may perhaps be proceeded against in the first instance
the Bankr^t says that the
pet^r's request for more time
is unreasonable & that
the loan should be
recovered under the
penultimate clause of
para 16 of the rule of 21st
July 1891
The only ground is that
the case where only 6 months
had been granted for the
construction of the work & where
more than 7 years had elapsed,
the loan will be secured

9/7/95

9723

(3) Docket & Ag^r
(4) Docket & Diary
9/7/95

(1) 6/7/95
2 Summons & pass up
6/7/95

Kolar District Deputy Comm's 1st 2139/567

dy 28th November 1898.

The Deputy Commissioner reports that in the case of takavi loan advanced to Narasimhaiya, no public notice of his application as that required by Sec. 5 of Regulation IV of 1873, was given, and that as regards the sale deed of 1886, — Sanjeevamma states that the said document was produced by her in the Court of the Munsiff of Chickballapur in a civil suit filed by Narasimhaiya against her.

mdk 6/12/98 The records of the Munsiff's Court have been examined. The schedule to the plaint shows that the suit land (the pet'r) sues for recovery of 9 3/4 Khs of Sho 24 (2 26 & R4-11-11) & not of Sho 14 referred to in the present appeal

x No 14 in the Records

The Plaintiff however dismissed the Suit owing to the default of both the ~~pltff~~ pltff & the defts. Under such circumstances the report of the arbitrators seems of doubtful value

[initials] 7/12/95

Pass ...

10268 The proceedings show clearly that appt [illegible] purchased a few parcels not only upon [illegible] but also upon [illegible].

The appt who made the advance acted in contravention of Rule [illegible] which requires that the applicant for advance should be the registered holder of the land

Routine Notes.

requisitions, etc., not intended for

en on small slips,
or slips pasted on

as the rate may not from first to
of Loan in the amount of the discussion which
time 4 57 Sept 10 / 10 / his Worship
Lieutenant Williams if appl the reduction from that the
Secretary. This application is granted

[illegible]
8.12.94

G.R.S. III—3]

Routine Notes.

[To be used only for notes, requisitions, etc., not inte

N.B.—Should routine notes be written on small slips, the notes must be copied, or slips pasted on this form.

(1)

189

Revenue Records. L.R. 88-96-7

Please furnish a copy of this
Govt Proc: of 21-7-81 referred to

JK. 11/12 No Rs is given on
the plan, please let me
know the Rs to be issued
for reference
12/12/96 RB. 12/12

Sir,

The petr has not given any Rs
for the Proc: worked by them

JK. 16/12 Petr Branch.

A Copy of the Land Purchase Register
Regr & the Index Index Register
to the file Book 16/12

In time
Stamps supplied
Petr has not produced the
Govt order of the Dy Comr
The Govt Order does not
throw any light on the dispute
as it is simply amounts to a
dispute to review the order
Subd to the 2nd Councillor

Recd 6 Plan. 17/12/96
19/12/96.

Recd
Queried
12/96
SM

Returned to Records
Recd
21/12/96

SM
22/12

No. 1755

Name of Petitioner Narasimhappa
Shanbhog & Gennipally.

Village Baseghally

Taluk Bagépalli

District Kolar

Date of Arzi 1st December 1896

Date of Receipt 5th December 1896

Date of Disposal

No. of Enclosure 1

1st Respondent — Sanjeevamma wife of Narasimhappa
2nd " " — Patel Ankireddy of Gennipally
3rd " " — Kondi Narasimhappa of Gennipally

ABSTRACT.

Petitioner against the order
of the Deputy Comr Kolar no 10
& 5-11-96 declining to interfere
with the order already passed by the
directing the recovery of the loan advanced
the petr with interest
thereon with costs. —

(1) That he purchased the
Survey no 14, Extent 3 ac 38 gts
from the 1st respondent in 22 & 23
and has obtained a regular grant
for the land in 1891 but wrongly mentioned
the boundaries made in the
name of the 2nd respondent, but
the fact has himself been in actual
enjoyment & possession of the
the land.

2. That in 1892 Purchased
another piece of land in the

in his possession prescribed a
declaration for takavi amount.
The Takavi officer, thereafter inspected
the land in person and made
enquiries as to whether the
land was in his possession
and the takavi amount rightly be paid
to him or not; and after
the Officer was fully satisfied
about the above said points,
an amount of 200 Rs was sanctioned
on the mortgage of the land in
which the well was to be con-
structed, out of which amount
Rs 40/- was paid and the
whole ~~thing~~ having to be repaid
in 20 years. He then has
accordingly spent the amount
viz Rs 160/- in ~~constructing~~ digging
the well. He subsequently
applied several times for grant of the balance
of the advance, but all his
petitions were of no avail.

(3). ~~The petitioner applied~~ he
~~was prayed to the balance~~
~~the land sanctioned~~.

He then petitioned that
he might be either granted
the balance of the amount
sanctioned or the amount
already granted may be deducted
by Govt at the proper time.
The amildar only replied

that if the petr did not finish the construction of the well, the land in which it is being dug would be attached, and the local Enquiry ordered by Govt for sanctioning the absolute sale of the land which was granted -

(4) The respondents kept quiet till the construction of the well was over and the amount of Rs 2½ lakhs was paid to Govt when without instituting any enquiry whatever in the case or who was in actual possession of the land and without referring the previous records has passed an order that the whole amount viz the sum with interest thereon shd be paid within the expiry of this month and that in default the petr shd be suspended and the amount realised

from his other lands.

(5). The order of the Court is opposed to Sections 4-10 of the Land Improvement Loans Regulations and to the Govt Prop: of 21-7-91

(6) In connection with this case the public may that the Govt may be pleased to peruse

(1) Affidavit and grounds by the 1st Respondent
(2) Affidavit by 2nd & 3rd Respondents to Govt
(3) The Asst. Chief's order on Builders Report

(7) The public beg that the Govt may be pleased to grant the balance or extend the amount which has already been granted in due time.

And that the Court's order which is contrary to Rules be quashed and Equitable order be passed hereof.

RL.
9/12/96

INVESTIGATION & PETITION DEPARTMENT
DATE

3

ਦਸਤਖਤ ਮੁਦਈ ਮੁਕੱਦਮਾ

ਮਿਤੀ 1-12-92 ਈ ਦਸਤਖਤ

ਵੇਰਵਾ- ਸਾਰੇ ਦਾਅਵਾ ਸ਼ੈਅਜ਼ਾਦ ਦਰਜ ਦਰਖਾਸਤ ਨਾਲ ਸ਼ੈਅਜ਼ਾਦ ਦਰਜ ਹੈ- ਦਾਅਵਾ ਸ਼ੈਅਜ਼ਾਦ ਦਰਜ ਹੈ

ਦਸਤਖਤ ਮੁਦਈ ਮੁਕੱਦਮਾ

ਮਿਤੀ 1-12-92 ਈ ਦਸਤਖਤ

ਵੇਰਵਾ- ਸਾਰੇ ਦਾਅਵਾ ਸ਼ੈਅਜ਼ਾਦ ਦਰਜ ਦਰਖਾਸਤ ਨਾਲ ਸ਼ੈਅਜ਼ਾਦ ਦਰਜ ਹੈ- ਦਾਅਵਾ ਸ਼ੈਅਜ਼ਾਦ ਦਰਜ ਹੈ

ਦਸਤਖਤ ਮੁਦਈ ਮੁਕੱਦਮਾ

ਮਿਤੀ 1-12-92 ਈ ਦਸਤਖਤ

ਵੇਰਵਾ- ਸਾਰੇ ਦਾਅਵਾ ਸ਼ੈਅਜ਼ਾਦ ਦਰਜ ਦਰਖਾਸਤ ਨਾਲ ਸ਼ੈਅਜ਼ਾਦ ਦਰਜ ਹੈ- ਦਾਅਵਾ ਸ਼ੈਅਜ਼ਾਦ ਦਰਜ ਹੈ

References

Sd/ U.R.T.
24/3/97
LR 88-96-2 1897

Sd/ 31/3

Sd/ 9/4/97

(3)

No. 2888

Name of Petitioner Shanbog Narasimhaya

Village Kusba

Taluk Bagevadi

District Kolar

Date of Arzi 20-3-

Date of Receipt 24-3-97

Date of Disposal

No. of Enclosure

ABSTRACT.

1) Petition (Ist set no 1 was received on 5/12/96)

2) Stamps sufficient

3) Appeal against Dy Comm's order directing Pet to repay the loan obtained from Govt on mis-representation & in default directing the sale of Pet's moveable & immoveable property & his dismissal from Shanbogship

4) Not a Criminal case

The Regulation (Sec no 5 especially), 7, 8 especially) & the rules No 153 dt 2/11/91 & No 70 A dt 4/1/92 contain ample precautions against an applicant misappropriating Govt. The first set of rules applies to the present case but as para 36 of the 2nd set declares the 2nd set applicable in cases not provided for by the 1st set, para 10 of the 2nd set of rules requiring the application & the recorded order of the Board & the reasons thereof applies to Pet's case. No local or preliminary enquiry seems to have been held by the Dy Comm of Bangalore pending departmental proceedings

Sd/ 13/4/97

RD 6 Pm
14/4/97

Reference to Govt and No 1755 dt 23-12-96 & enquiries in which the order of the original Govt after by Comm against which he appealed in his letter dt 1-12-96. He submits his case for final decision. The Comm has not enquired into the case well nor has he paid any attention to the fact that the defendant produced forged document, and to the points in dispute the Govt was in the possession of. Pet cannot under what conditions the

money was paid to Petr
Dasan - No Revenue record
was perused - The authorities
have been giving him a great
deal of trouble -

Prays that the Dy Com's
Order may be Cancelled
and favourable order
passed.

Further Prays that the
Govt may kindly direct
the Dy Com not to give effect
to his order till this appeal
shd be decided.

Translation of the Dy
Com's order referred,

" Petrs Sanjeevamma and
Narasimhaiya were examined in the
Bagepally Camp. The extents of the land
which Narasimhaiya had made the
security for the amount of the loan
granted to him pre-emptionally
undrew in his name. Sanjeevamma
has produced the documents to prove
that the land in question is not in
his name. On enquiring Narasimhaiya
about this he said that on
Govt in having obtained the amount
he acknowledged having obtained
the money and signed in the

by the said petitioner
pay unto all the amount without
deducting back any balance.
directions have been given
that he should do accordingly
i.e. pay up the total amount,
and otherwise he should be
dismissed from the Revenue
Amastar's place, some other
competent person
be selected from among the
Cultivators people, the charge
of the office to be handed over
to the latter and arrangement
be made in the other moveable
and immoveable matter & being
proceeded
against undue satisfaction
of the amount.

It has come down in the
that Ramasinhayya
has a house
in the Land in Dharwar
under the Kalal of Balaji
Row. This can be pro-
ceeded against. all the
Enclosures & records are
herewith sent

Dt: 4-7-96."

Appeals against this
order

PTO

BA
30/3/97

If at the time of granting the loan, petr was the Khatedar of the land, the land with the well becomes mortgaged to Govt & can be pursued in the hands of any subsequent transferee

= The other hypothesis, that the petr was not the Khatedar would if true, show that the taluk authority took no care to refer to the village accounts Petr being a shanbogue, probably misled the taluk authority

M 13/4/97.

Mysore-Registered
24/3/97

2888

III

24/3/97

MYSORE DEWAN'S OFFICE.
PETITION DEPARTMENT.
REG'D. NO. 2888
DATE 24-3-97

43
1

ಹೆಚ್ಚಿನ ಮಾಹಿತಿಗಾಗಿ ಕಚೇರಿ ಸಮಯದಲ್ಲಿ ಸಂಪರ್ಕಿಸಬಹುದು.

ಧನ್ಯವಾದಗಳೊಂದಿಗೆ,

ಸಹಾಯಕ ಆಯುಕ್ತರು

References.

F 8/4/97

L.R. 8896-3

1755 96

2883 Lor. petition and 4/97 and enc.

Recd 8/4

(4)

1897

No. 29521

Name of Petitioner Haradimmah

Village Kasaba Bagépalli

Taluk Bagépalli.

District Kolar.

Date of Arzi 1st April/97.

Date of Receipt. 5th April/97

Date of Disposal

No. of Enclosure one.

ABSTRACT.

Says that early rise
may be given & the
deputy commissio
to stop the execution
of his order pending
the disposal of the
appeal filed by the
petitioner & this court
on 1.12.96

The enclosure of the
petition is the endorsem
from the deputy comm
to the petitioner, stating
that the copy applied for
has been prepared and
sent to the Amildar for
delivery.

MM
7/4/97

MYSORE DEWANS OFFICE.
PETITION DEPARTMENT.
REG'D. No 2952
DATE 5-4-47

Pet 1641

7-5-97

MYSORE DEWAN'S OFFICE,

PETITION DEPARTMENT.

L.O. 88-96-4

OFFICIAL MEMORANDUM.

The accompanying Appeal Petition No. 1755 dated 1-12-96 / 1-4-97 / 20-3-97 received at the Dewan's Office from [illegible] is forwarded, together with its enclosures, to the Deputy Commissioner of the Kolar District for submission of the entire proceedings connected with the case, together with a full report of the facts of the case, and on the points urged in the petition.

2. The petition with its enclosures should be returned.

By order,

Secretary.

BANGALORE,

4/5/1897

4/5/97

M.G.C.P.B.—23-4-95—1,000

Gen. 512

REVENUE DEPARTMENT
Gl. No. 8245
MAY 13 1898
SECRETARIAT OFFICE

From The Secretary to the Government of Madras
Revenue Department

To

The Secretary to the
Government of Mysore.
Revenue & General Depts.

Dated 12.5.98.
Despatched 12.5.98
Received
General No. 3756 3/1897-98
No. 1118
Enclosure No. 2 files of records

Referring a report on the petitions of Ramaswamy Iyya Shanabhogue Gumasta Gowrapalli, Bagepalli Taluk regarding the recovery of Takavi loan.

Petition Branch
18/5/98

14/5/98
Rep. put up
AK
14/5/98

LR 88-98
C 5

Prem (enl)
19/5/98

Wm E Rama Rao
19.5.98

Prem put up
A 15/6/98
Subd

16/6/98
Ask Govt Records & put up
Complete set of Orders
issued in 1891-92
2) Notfn no 1830 21/7/91
(2 copies)
3) Notfn no 70 A 84 1/92 2 cys
4) — no 70 B do

Enl 7/7/98

To Govt Records
Kind compliance

AK
7/7/98
Petn Br:—
Ord Complete set of Orders
put up.
(2) Notfns.
(3) Spare copies not available
Ord
Subd
8/7/98
Subd
Prem & rets
9/7/98
Subd
24/7/98

Subd
Mg
16.5.98

No 3756 Dated 12 May 1898.
1118

Kolar Deputy Commissioner's
Office Dated Camp Nangli
the 10th May 1898.
Dept. 12 A — 20

To

The Secretary to the Government
of Mysore
Revenue and General Departments

Sir,

With reference to Government Official
Memo No 164 dated 4th May 98 forwarding
for report petitions of Narasimhaiah —
Thanachogne gumasta, Gowrapalli, Bagé-
-palli Taluk appealing against the order
of the Deputy Commissioner directing the
recovery of the Takavi Loan, I have the
honor to state as follows —.

2 In, Sep. the petitioner applied
for a Loan of Rs 200/- on the hypothe-
-tion of Survey No 2 in the said Village
in the Khalt of Sanjeevamma and Rama-
-ya as per margin for sinking an irri-
-gation well and obtained Rs 160/-. No
Consent of the Khatedars was taken
for such hypothecation, when the loans
applied for was sanctioned.

3 The petitioner having failed
to complete the work within the period
stipulated and the further extension
allowed, the alone hypothecated land
viz No 14 was ordered to be sold in 596
in Satisfaction of the advance made.

Khatedars	Survey No	Assessment Rs	Sanjeevamma. Ramayya	
Sheik Ali	2-39	2-12-0	1-4-0	2-0-0
	1-14	—	—	
	3-10			
No.	—	—		
14 Boy				
14 Boy				

4 The Khaledars Sanjeevamma and Narasiga protested against the sale—

5 Sanjeevamma alleged that the petitioner is her Sister's husband and her Guardian and that She alienated the land in question and other property in favor of the petitioner by a nominal deed of sale to secure herself from the annoyance of her Cousins (Dayadis), that She had leased it to Andiyadis, and that it was in her enjoyment readily, and that it was in her enjoyment.

6 Narasiga stated that he was the Khaledar of the other portion of the said No 14 which he purchased at an auction sale and which he was enjoying. On the other hand the petitioner stated that the land was in his enjoyment, though the patta stood in the name of Narasiga.

7 On the 18th July 96 Mr Frazer the then Deputy Commissioner ordered that the sale of the land in question should be held in abeyance pending the decision of appeal lodged by Sanjeevamma and the petitioner, and that other proceedings of the petitioner should be proceeded against in the 1st instance.

8 After hearing the parties, Mr Frazer passed his subsequent order on 4th September 1896 observing that the petitioner was not the Khaledar of the land in question, that Sanjeevamma had

had proved that it was not in his engagement, that on proving to Petitioner his decree of Civil Court in obtaining the loan, he was agreed to pay the loan before the end of September 1896 and directing that should he fail to do so he must be removed and another Competent Gumasta selected by Sanjeevamma nominated, and that the loan should be recovered from the other property of the defaulter...

9 Against this order the petitioner has now appealed to Government—.

10 It will be observed from the Amildar's report that Petitioner has not proved that the portion of the Survey No is in the Mitah of Sarangya is in his engagement— The Mirasi patties filed in the record show that the purchase money was paid by Sarangya while the entries in the Khirasi prove that it was paid by the Petitioner and the accounts show that the Kandayam of the land was paid both by the Khalsedar and the petitioner—. In the copy of the decision of arbitrators referred to in the Civil Court decree dated 20th January 1898 (enclosed herein) it is settled that the portion of the Survey No 15 in the Mitah of Sanjeevamma should be divided equally between Sanjeevamma and the petitioner that the latter has to pay to Government the loan of 100 Rupees secured on the security of the whole land, and that in the event of

of its being sold by Government in satisfaction
of the loan, the other Lands in Gowripalli
and Nowpalli Villages wherein the petitioner
has a share should go to Sanjeevamma ~~

11 As regards the petitioner's request
that he may be given time to complete the
repair of the well and pay the loan by
instalments, I am of opinion that he does
not under the circumstances above stated
deserve any consideration, since he failed
to complete the work in time ~~

12 The Vernacular records bearing
on the Case are enclosed and the enclosures
of the Memo under reply are returned.

I have the honor to be
Sir
Your most obedient Servant
K Rama Rao
Sub-division officer in
charge of Kolar District

N 2146/68 In: Records

Bangalore
24th September 1898.

From

The Registrar of the
Chief Court of Mysore

To,

The Secretary to the
Government of Mysore
General and Revenue Departments

Sir,

With reference to your letter No. 1981/200 dated 9th September 1898, I have the honor to forward, herewith, the records in O.S. No 571 of 1895-96 on the file of the Munsif of Chikballapur, and to request that the same may be returned when no longer required.

I have the honor to.
Sir,
your most obedient Servant

(Illegible)
Registrar

Encl

2 Drafts

From (7) 1898

The Secretary to Govt

Genl and Rev. Depts

To

The Dy. Commissioner

Kolar Dt.

R 88-96-6

Dated 9th

Despatched 10th Sept 5/98

Received

General No. 1980. P.

P. No. 199

Enclosure No.

The Dy Commr's letter No 3756 dated 10th May 1898 1118 reporting on the petn of Narasimhaiya of Bagepalli regarding the recovery of Takavi loans advanced to him under the Agricultural Loan Rules.

In returning the papers received with the above for reference and resubmission has the honor to request submission of a further report as to whether public notice of the application of Narasimhaiya for loan, was

x 25-3-1898
10-9798

was given as required
by Section 5 of Regulation
IV of 1890, and whether
the sale deed executed
in 1895 is
to Naranjan Lang & still
with Sanjeevamma

By order

C1
3.9.98

Secretary.

99/98

2 Drafts

189 (8)

From

The Secretary to Govt
Revenue Dept

To

The Registrar Chief
Court Mysore,

L.R. 88-96-7

Dated 4th

Despatched 4th Sept/98

Received

General No. 1981 f
P. No. 200

Enclosure No.

Has the honor to
request that the
records in original suits
Nos. 371 of 95-96 on the file
of the Munsiff's Court of
Chikballapur (Narasimiah
Vs Venkatanarayanappa
and 9 others) may
be forwarded to this
office at an early date
for reference in the
appeal filed by the
said Narasimhaiah, in
this office.

By order

for Secretary

4/9/98.

C,
3-9-98

J. 422

Rept put up

MC
4/10/98

C/ Subd.

(2) The reply of the Dy Com^r to the last reference not being received in duplicate is put up for approval.

MC
5/10/98

LR 88-96-8

(General Serial No. 30.)

From

2835.
1895
26-9-98.

The Commissioner of Police
Chickballapur, Bangalore

To

The Secretary to the Government
Judicial Department

Dated 24th August 1898

Despatched 26.9.98

Received

Enclosures No. Nil

General No. 2146
No. 68

Forwards records in O.S. No. 57 of 1895-96 on the file of the Munsiff, Chickballapur & requests that the same may be returned when no longer required.

Jud
26/9
98
Refer put up
MC
28/9/98

The records called for within is returned to the J. Branch with the request that it may be returned to the General Branch.

MC
26/9. Does it belong to Gl. Branch? Then returned.
Jud
30/9

To, Pte Branch
Please say whether these records belong to you or to Gl. Branch
MC

Central Jail Press, Bangalore.—15-9-94.—2,902.

Rajpe
24/11/98

To,
Ver. Records forwarded

Issue
23/11/98.

Recd 26/11/98

Recd 28-96-9

11.11.98 Recd 9/12

17.12.98

Subd with petn no 914 from time.
An endt was issued to petr
regarding his appeal on 15.12.98
that may be filed

mkj
4.1.99.

File
4/1/99

(16)
1898

No. 935

Name of Petitioner G. Narasimma

Village

Taluk Bagepalli

District Kolar

Date of Arzi 22-10-98

Date of Receipt 15-11-98

Date of Disposal

No. of Enclosure Nil

ABSTRACT

The petitioner states that he bought S No. 14 of Sanjivanna and mortgaged the same to Govt for a loan of Rs 160- for digging a well with additional that certain papers in connection with the said Sale-deed of S.No 14 was robbed stolen from him, on which a report to the police was made offering a present of Rs 5- for the finder thereof the document, that he has already submitted an appeal in Dec 1896 to the Govt on the order of the Addl Comr (Stating that the petitioner is not the owner of the said land) that he presented the said sale deed on 20 occasions before the Munsiff of Chikballapur and that the said Sanjivanna is the probable thief.

Prays that he be declared the owner of the said land, that the said Sale-deed be handed over to him and the money of the loan be released from the mortgage property

K.S.G. 21-11-98

No. 925

PETITION DEPARTMENT
REC'D. No.
DATE 15-11-98

(15)

1898

No. 919

Name of Petitioner Gudibanday Narasimiah

Village Bagepalli

Taluk

District Kolar

Date of Arzi 6—11—98

Date of Receipt 11—11—98

Date of Disposal

No. of Enclosure Nil

ABSTRACT

In continuation of his petition No 1755 dated 1—12—96 the petitioner states that he is given to understand that all the records of the case were called for from the Munsiff of Chickaballapura. Prays that all the records be carefully gone through and equitable orders passed thereon.

L. G.

17—11—98

2 Drafts

1898

(14)

From

The Secretary to Govt
Genl and Rev Depts

To

The Registrar, Chief Court

L.R. 88-96-12

(93)

Dated 14th

Despatched 15" Dec/98

Received

General No. 4240 P

P.F. No. 46-98

Enclosure No. 1 to

The Registrar's letter

No. 2146/68 dated 24th September

1898.

I have the honor to return herewith the records received with the above, relating to C.S. No. 871 of 96-96 on the file of the Munsiff of Chikballa-pur

By order

Dy Secretary

9/12/98

MYSORE DEPUTY'S OFFICE.
PETITION DEPARTMENT.
REG'D. NO. 5149
DATE 11-11-58.

6 [illegible]

7 [illegible] 1611 [illegible]

8 [illegible] 26-3-93 [illegible]

9 [illegible]
1014-1015-1063-1035-1027 [illegible]

10 [illegible] 44 [illegible]

11 [illegible]

12 [illegible]

13 [illegible]

[illegible] 4-11-98 [illegible]

[illegible]

Dy. Commr. in the exercise of the discretion vested in him by law (paras 143 of Sec. 7 of Regulation No IV of 1890) has properly directed the amount fraudulently obtained by the appellant to be recovered from him and from his own property. This appeal is rejected accordingly.

(16)

Draft

for Secretary

To Mr. Dy Commr. Kolar
Distt. with records

Dy Commrs of Mysore
Dio Rs

14-12-98

Gen. 81.] 836

1898 - 99

From The Deputy Commissioner
Kolar District

To

The Secretary to the Government
~~Board~~ of Mysore.

Revenue and General Department.

Dated 28th November 1898

Despatched 30th do

Received

General No. 2133 } 1898-99
No. 567

Enclosures No. Records sent Separately

His memorial number 1980
Pet 199
dated 9th December 1898 calling
for certain particulars re-
garding the recovery of Takavi
Loan advanced to Kardinahalli
of Baghalli

In resubmitting the corre-
spondence received with the
above, has the honor to state
that it is reported by the
Amildar, that there is no
practice of giving public
notice of applications for loans
as

as required by Section 5 of
Regulation II of 1872.

2. In the present instance
no such publication seems
to have been made.

3. As regards the Sale deed
of 1885 Sanjeevamah states
that the document which
she had now produced by her
in the Court of the Munsiff
of Bobbili was in a Civil
suit filed by Paparaimbhaya
against her, the defendant
is enclosed in the record
submitted herewith. —

Subordinate Judge

Collectorate

7.11.

(100)

By Order

for Secretary

3 drafts

Proceedings of the Court of Mysore

(13)

Read:-

Petition No 1755 of 1-12-96 presented by Narasimha Chandrasekhara Gowda, Gowda Kalli in Bagepalli Taluk, appealing against the order of the Dy Comm Kolar Dist directing the recovery from the petitioner with interest of the loan granted for sinking an irrigation well in S.No 14 of the aforesaid village

2. Correspondence ending with letter No 2133/567 of 28 Nov 1896 from the Dy Commr Kolar Dist

3. The records of the case

4 Records in O.S. No 571 of 1894-96 on the file of the Munsiff of Chintamani

Order- R 4232-9 dt 14/12/98
D.Y 40-98/15

The proceedings show clearly that appellant Narasimha perpetrated a gross fraud not only upon Govt but also upon Sanjeevamma, Khatedar of S.No 14 and sister-in-law of the appellant. The ...

Press copy sent 15-12-98

ER 8896-B

Mr. Rice to be handed [illegible] Mysore

(With the book above)

who made the advance acted in contravention of Rule 10 of Notification No 70 (A) dated 4th January 1892, which required that the applicant for advance should be the registered holder of the land for the improvement of which the advance was sought. Sanjeevamma and not the appellant, was the Khatedar. The appellant vested his title in the land on a registered deed of sale the bonafide nature of which was disputed. The sale deed was with Sanjeevamma who was also in possession and enjoyment of the land. The appellant obtained the advance under a false pretence that he was the owner of the land, and the evidence made matters it clear that his title to the land was nil, and that even the sale deed relied upon was not in his possession but was retained by the vendor, as the sale was not given effect to. Under these circumstances the

-galion was made in accordance with Rules 15 and 16 of Notice No. 138. The above shows that the petr's right to the land was not disputed by her

(6). The right of the petr to the land in question will be plain from the following papers.

(a) Registered sale deed of 1885 by Sanjeevamma

(b) The entry of the Muldar in the Inam accounts subsequent to 15-11-91 to the Inam Supdt.

(c). The Kaipheet of Sanjeevamma in the Court of the Munsiff of Chitteballapur in case No. 579 of 1887- (copy to put up in the with the petn).

(d) The marahar of the Sheledar dated 1.3.20 made in respect of Nisaddi or S. No. 260.

(7) The facts of the petn having spent the sum of Rs 160 advanced thereon for the improvement of the well to made clear by the Muldar report dated 18.5.96.

(8) The very fact that the

(103)

READ—

Petition No. 1755, dated 1st December 1896, presented by Narasimhaiya, shanbhog gumasta, Gownapalli in Bagepalli taluk, appealing against the order of the Deputy Commissioner, Kolar district, directing the recovery from the petitioner, with interest, of the loan granted for sinking an irrigation well in Survey No. 14 of the aforesaid village.

2. Correspondence ending with letter No. 2133—567, dated 28th November 1898, from the Deputy Commissioner, Kolar district.

3. The records of the case.

4. Records in O. S. No. 571 of 1895-96 on the file of the Munsiff of Chikballapur.

No. 4232-9—PET. F. 46-98, DATED BANGALORE, 14TH DECEMBER 1898.

ORDER THEREON.—The proceedings show clearly that appellant Narasimhaiya perpetrated a gross fraud not only upon Government but also upon Sanjivamma, khatedar of S. No. 14 and sister-in-law of the appellant. The Officer who made the advance, acted in contravention of Rule 10 of Notification No. 70 (A)—D., dated 4th January 1892, which required that the applicant for advance should be the registered holder of the land for the improvement of which the advance was sought. Sanjivamma, and not the appellant, was the khatedar. The appellant rested his title to the land on a registered deed of sale the *bona fide* nature of which was disputed. The sale deed was with Sanjivamma, who was also in possession and enjoyment of the land. The appellant obtained the advance under a false pretence that he was the owner of the land, and the enquiry now made makes it clear that his title to the land was nil, and that even the sale deed relied upon was not in his possession, but was retained by the vendor, as the sale was not given effect to. Under these circumstances the Deputy Commissioner, in the exercise of the discretion vested in him by law (paras 1 and 3 of Section 7 of Regulation No. IV of 1890), has properly directed the amount fraudulently obtained by the appellant to be recovered from him and from his own property. This appeal is rejected accordingly.

C. SREENIVASIENGAR,
Secy. to Govt., Gen. & Rev. Depts.

To—The Deputy Commissioner, Kolar District, with records.
The Deputy Commissioners of other Districts.

Exd.—H. A. R.

(13)

1898-99

GOVERNMENT OF MYSORE

PETITION

PROCEEDINGS

Dated 14*th December* 1898

No. 4232-9 / Pet. F. 46-98

Rejecting the appeal of Narasimhaiya, shanbhog gumasta, Gownapalli, Bagepalli taluk, *in re* the recovery from him of the loan granted for sinking an irrigation well in Survey No. 14.

MGCPB—3-1-99—200

Repte
15.2.99

(17)

1899

No. 1359

Name of Petitioner Nagasimhaya Shanbhag

Village Bagepally

Taluk Bagepally

District Kolar

Date of Arzi 5-2-99

Date of Receipt 13-2-99

Date of Disposal

No. of Enclosures 2

ABSTRACT

Application for review of Govt Order No 17 dated 10-12-98 affirming the order of the Deputy Commr regarding the recovery of the taccavi loan advanced to him

Grounds for review

That though Sanjeevamma registered the Pattedar of S. No 14, the pet was paying the kandaya from 1885-86 and therefore Sanjeevamma had no right to the land according to the Land Revenue Code and the pet becomes the kulada

Subd
15/2/99

The above file relating to the Subject is put up

Subd
15/2/99

L-R-88-96-15

(1) One Rupee stamp affixed. Stamp Sufficient

(2) Application for review of GO No 4232-9 dated 14th Dec 98 rejecting petrs appeal. R-746-98

(3) Petr prays for stay of coercive measures pending disposal of this review appn

Mdy
15.2.99

Subd. to D Councillor with papers

15/2/99

D/7/Rr
15.2.99.

Submitted to the Secretary as it was he who passed the order

16.2.99

Subd to Councillor

15/2/99 10662

It cannot be said that the petitioner has no right to the land. The land was granted to his father and he has been in possession of the land for a long time. The land was granted to his father and he has been in possession of the land for a long time. The land was granted to his father and he has been in possession of the land for a long time.

Subd 15/2/99

(vide ~~arsi~~ No 18 dated 10.8.92
(~~the~~ Arikolar to the ~~A~~ Sub Div)

2) the grant ~~of a loan~~ had been sanctioned before the issue of Pro: 70.A dated 4-1-92.

3) Sanjeevamma's subsequent statements contrary to her previous ones cannot hold good as ~~there was~~ some misunderstanding between ~~the two~~ had developed subsequently.

4) the document of sale was with the petr and had been produced by him in case No 579 of 1887 ~~on the~~ file of the Munsiff of Chikballapur and had been returned to him. (vide ~~the~~ notes on the document itself)

5) the document was mislaid along with some papers, on which the petr had reported to the police in 1892 for finding out the missing document the Sanjeevamma did not raise any claim to the document when an enquiry was made at that time and did not raise any objection when the boat Subsequently ~~was~~ auction-

Narasimaya
7.2.39
Accepted

Narasimaya
7.2.39
Accepted

1359

MYSORE DEWAN'S OFFICE
PETITION DEPARTMENT
REG'D. NO. 1359/39
DATE 13-2-1939

ਪੰਜਾਬ ਸਰਕਾਰ ਦੇ ਵਿਭਾਗਾਂ ਵਿੱਚ ਕੰਮ ਕਰਦੇ ਕਰਮਚਾਰੀਆਂ ਦੀ ਤਨਖਾਹ ਵਿੱਚ ਵਾਧਾ ਕਰਨ ਸੰਬੰਧੀ ਹੁਕਮ

ਵਿੱਤ ਵਿਭਾਗ (ਤਨਖਾਹ ਕਮਿਸ਼ਨ)

ਨੋਟੀਫਿਕੇਸ਼ਨ ਨੰ. 1/1/2016-3ਤਨ(1)2016/1234, ਮਿਤੀ 15 ਮਾਰਚ 2016

ਇਸ ਵਿਭਾਗ ਦੇ ਨੋਟੀਫਿਕੇਸ਼ਨ ਨੰ. 1/1/2016-3ਤਨ(1)2016/987, ਮਿਤੀ 10 ਫਰਵਰੀ 2016 ਰਾਹੀਂ ਗਠਿਤ ਕੀਤੇ ਗਏ ਪੰਜਾਬ ਤਨਖਾਹ ਕਮਿਸ਼ਨ ਦੀ ਸਿਫਾਰਸ਼ ਅਨੁਸਾਰ, ਅਤੇ ਇਸ ਵਿਸ਼ੇ ਸੰਬੰਧੀ ਮਾਨਯੋਗ ਮੁੱਖ ਮੰਤਰੀ ਜੀ ਦੀ ਪ੍ਰਵਾਨਗੀ ਨਾਲ, ਪੰਜਾਬ ਸਰਕਾਰ ਦੇ ਵਿਭਾਗਾਂ ਵਿੱਚ ਕੰਮ ਕਰਦੇ ਕਰਮਚਾਰੀਆਂ ਦੀ ਤਨਖਾਹ ਵਿੱਚ ਵਾਧਾ ਕਰਨ ਦਾ ਫੈਸਲਾ ਕੀਤਾ ਗਿਆ ਹੈ।

2. ਇਹ ਹੁਕਮ 1 ਅਪ੍ਰੈਲ 2016 ਤੋਂ ਲਾਗੂ ਹੋਣਗੇ ਅਤੇ ਇਹ ਪੰਜਾਬ ਸਰਕਾਰ ਦੇ ਸਾਰੇ ਵਿਭਾਗਾਂ, ਬੋਰਡਾਂ, ਕਾਰਪੋਰੇਸ਼ਨਾਂ ਅਤੇ ਖੁਦਮੁਖਤਿਆਰ ਸੰਸਥਾਵਾਂ ਦੇ ਕਰਮਚਾਰੀਆਂ ਉੱਤੇ ਲਾਗੂ ਹੋਣਗੇ, ਜਿਨ੍ਹਾਂ ਦੀ ਤਨਖਾਹ ਪੰਜਾਬ ਸਰਕਾਰ ਦੇ ਖਜ਼ਾਨੇ ਵਿੱਚੋਂ ਅਦਾ ਕੀਤੀ ਜਾਂਦੀ ਹੈ।

3. ਇਸ ਵਾਧੇ ਅਧੀਨ ਹਰ ਕਰਮਚਾਰੀ ਦੀ ਮੌਜੂਦਾ ਮੂਲ ਤਨਖਾਹ ਵਿੱਚ 10 ਪ੍ਰਤੀਸ਼ਤ ਦਾ ਵਾਧਾ ਕੀਤਾ ਜਾਵੇਗਾ। ਇਸ ਤੋਂ ਇਲਾਵਾ ਮਹਿੰਗਾਈ ਭੱਤੇ ਦੀ ਦਰ ਵਿੱਚ ਵੀ 5 ਪ੍ਰਤੀਸ਼ਤ ਦਾ ਵਾਧਾ ਕੀਤਾ ਜਾਵੇਗਾ। ਇਹ ਵਾਧਾ ਕਰਮਚਾਰੀ ਦੀ ਮੌਜੂਦਾ ਤਨਖਾਹ ਦੇ ਆਧਾਰ ਉੱਤੇ ਗਿਣਿਆ ਜਾਵੇਗਾ, ਨਾ ਕਿ ਉਸ ਦੀ ਪਿਛਲੀ ਤਨਖਾਹ ਦੇ ਆਧਾਰ ਉੱਤੇ।

4. ਜਿਹੜੇ ਕਰਮਚਾਰੀ ਨੂੰ ਇਸ ਹੁਕਮ ਦੇ ਲਾਗੂ ਹੋਣ ਤੋਂ ਪਹਿਲਾਂ ਕੋਈ ਵਿਸ਼ੇਸ਼ ਭੱਤਾ ਜਾਂ ਵਾਧੂ ਤਨਖਾਹ ਮਿਲ ਰਹੀ ਹੈ, ਉਸ ਉੱਤੇ ਇਹ ਵਾਧਾ ਉਸ ਭੱਤੇ ਜਾਂ ਵਾਧੂ ਤਨਖਾਹ ਤੋਂ ਬਾਅਦ ਲਾਗੂ ਹੋਵੇਗਾ। ਇਸ ਵਾਧੇ ਨੂੰ ਕਿਸੇ ਵੀ ਭੱਤੇ ਜਾਂ ਵਾਧੂ ਤਨਖਾਹ ਵਿੱਚ ਸ਼ਾਮਲ ਨਹੀਂ ਕੀਤਾ ਜਾਵੇਗਾ।

5. ਇਹ ਵਾਧਾ ਉਨ੍ਹਾਂ ਕਰਮਚਾਰੀਆਂ ਉੱਤੇ ਲਾਗੂ ਨਹੀਂ ਹੋਵੇਗਾ ਜਿਨ੍ਹਾਂ ਦੀ ਤਨਖਾਹ ਕਿਸੇ ਵਿਸ਼ੇਸ਼ ਸਕੀਮ ਅਧੀਨ ਤੈਅ ਕੀਤੀ ਗਈ ਹੈ, ਜਦ ਤੱਕ ਕਿ ਉਸ ਸਕੀਮ ਵਿੱਚ ਇਸ ਵਾਧੇ ਨੂੰ ਲਾਗੂ ਕਰਨ ਦੀ ਵਿਵਸਥਾ ਨਾ ਕੀਤੀ ਜਾਵੇ।

6. ਇਸ ਹੁਕਮ ਦੇ ਲਾਗੂ ਹੋਣ ਨਾਲ ਸਰਕਾਰ ਉੱਤੇ ਵਾਧੂ ਵਿੱਤੀ ਬੋਝ ਪਵੇਗਾ, ਜਿਸ ਦਾ ਅੰਦਾਜ਼ਾ ਲਗਭਗ 1,250 ਕਰੋੜ ਰੁਪਏ ਸਾਲਾਨਾ ਹੈ। ਇਹ ਰਕਮ ਚਾਲੂ ਵਿੱਤੀ ਸਾਲ ਦੇ ਬਜਟ ਵਿੱਚ ਪ੍ਰਬੰਧ ਕੀਤੀ ਜਾਵੇਗੀ।

7. ਇਸ ਹੁਕਮ ਦੀ ਕੋਈ ਵੀ ਵਿਵਸਥਾ ਸਮਝਣ ਵਿੱਚ ਕੋਈ ਮੁਸ਼ਕਲ ਆਉਣ ਦੀ ਸੂਰਤ ਵਿੱਚ ਵਿੱਤ ਵਿਭਾਗ ਦਾ ਫੈਸਲਾ ਅੰਤਿਮ ਹੋਵੇਗਾ।

ਹੁਕਮ ਅਨੁਸਾਰ ਅਤੇ ਹੁਕਮ ਦੇ ਹੁਕਮ ਨਾਲ,

ਸੁਮੇਰ ਸਿੰਘ ਗੁਰਮੀਤ
ਸਕੱਤਰ, ਵਿੱਤ ਵਿਭਾਗ

5

6

7

(1)

(2)

(3)

(4)

(18) 22-2-99

SR 16

L.A. 88-96

By order

for Secy

20/2/17

Refer
14.4.99.

1353 of 98 & 2446 of 98

Dft 2446 of 98 containing the reply in pencil

DK
15/4/99

Dft

(1) Two Rs stamp paper valued to be furnished by the Maharani Regent

(2) As the second application for revision of Govt order No 4232-2 Dft 2446 of 98 is not admissible

The prayer now urged was included in the grounds urged in the 1st revision application & as such application is not admissible

Sd/- T. Rangachariar
20/4/99

Dft
22/4/99

Dft
24/4/99

Copy
27/4/99

Examined
Cf
27/4/99

(19)

1899

No. 1658

Name of Petitioner Shanbhag Narain

Village

Taluk Nagapattinam

District Tanjore

Date of Appl 2-3-99

Date of Receipt 10-4-99

Date of Disposal

No. of Enclosure 3.

ABSTRACT

This petn is addressed to H.H. the Maharani Regent.

With reference to Govt Order No 1353 of 98-2 passed in the Govt Judicial Dept on the petn of the case & especially the statement previously furnished before the Munsiff of Chidambaram stating that the two words in question in the deed of gift of 1st of January 1894 were not intended to be used in the sense of absolute gift but only in the sense of a life estate, petr prays that Govt may be pleased to direct the Munsiff to receive the evidence tendered by petr in support of his statement & to decide the case on the merits.

may be passed in this case
after the complete perusal
of all the records, & the balance
Rs 40 (balance out of Rs 200,
by Govt
sanctioned for sinking a well
in the above land of which
he has given only 160 Rs) may
be ordered to be given. Since
that
Only if he is not given Rs 40,
he may be permitted to
refund the above sum
of Rs 160 by instalments.

Enc: 1. Govt Endt above
quoted.
Copy
2. His petn to Govt
praying for review.
3. Statement given
by Sanjeevannait
before the Munsiff

This has been perused
with the papers for
review.

8/12
13/11/88.

The deposition of Sampavamma
made before the Munsiff
of Chittadapur in 1887 (Mar
by the petr) may be inconsistent
with her subsequent statement
that the sale was nominal &
benami. The circumstances
of the case led the D Commr & Govt
to believe the latter statement
to be true

by 20/12/88.

1039

Two Rs. stamp affixed

Rec'd with the
Reg. Legislation
3.4.99 on
3.4.99
mlf.

ಅರ್ಜಿದಾರರು

ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ತಮ್ಮ ಅರ್ಜಿಯನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿ ತಮಗೆ ಈ ಕೆಳಕಂಡಂತೆ ತಿಳಿಸಲಾಗಿದೆ.

ತಮ್ಮ ವಿಶ್ವಾಸಿ

ಸಹಾಯಕ ಆಯುಕ್ತರು

ਸਾਰਾ ਦਾ ਸਾਰਾ ਪਰਿਵਾਰ ਇਕੱਠਾ ਹੋਇਆ ਸੀ ਅਤੇ ਸਾਰੇ ਹੀ ਰੋ ਰਹੇ ਸਨ। ਉਹ ਵੀ ਉਨ੍ਹਾਂ ਦੇ ਨਾਲ ਰੋਣ ਲੱਗ ਪਿਆ। ਉਸ ਨੂੰ ਰੋਂਦਾ ਵੇਖ ਕੇ ਉਸ ਦੀ ਮਾਂ ਨੇ ਉਸ ਨੂੰ ਆਪਣੇ ਕੋਲ ਬੁਲਾਇਆ ਅਤੇ ਕਿਹਾ, "ਪੁੱਤਰ, ਤੂੰ ਰੋ ਨਾ। ਤੂੰ ਰੋਵੇਂਗਾ ਤਾਂ ਮੈਂ ਕਿਵੇਂ ਚੁੱਪ ਕਰਾਂਗੀ?" ਉਸ ਨੇ ਆਪਣੀ ਮਾਂ ਦੇ ਗਲ ਵਿਚ ਬਾਹਾਂ ਪਾ ਲਈਆਂ ਅਤੇ ਉਸ ਦੇ ਨਾਲ ਲਿਪਟ ਕੇ ਰੋਣ ਲੱਗ ਪਿਆ। ਉਸ ਦੀ ਮਾਂ ਨੇ ਉਸ ਨੂੰ ਆਪਣੀ ਗੋਦ ਵਿਚ ਬਿਠਾ ਲਿਆ ਅਤੇ ਉਸ ਦੇ ਸਿਰ ਉੱਤੇ ਹੱਥ ਫੇਰਦੀ ਹੋਈ ਉਸ ਨੂੰ ਚੁੱਪ ਕਰਾਉਣ ਲੱਗੀ। ਉਸ ਦੀ ਮਾਂ ਦੀ ਗੋਦ ਵਿਚ ਬੈਠਾ ਉਹ ਆਪਣੇ ਪਿਤਾ ਵੱਲ ਵੇਖ ਰਿਹਾ ਸੀ। ਉਸ ਦਾ ਪਿਤਾ ਵੀ ਰੋ ਰਿਹਾ ਸੀ। ਉਸ ਦੇ ਚਾਚੇ, ਤਾਏ, ਭੂਆ ਅਤੇ ਹੋਰ ਰਿਸ਼ਤੇਦਾਰ ਵੀ ਰੋ ਰਹੇ ਸਨ। ਉਸ ਨੂੰ ਸਮਝ ਨਹੀਂ ਆ ਰਹੀ ਸੀ ਕਿ ਸਾਰੇ ਰੋ ਕਿਉਂ ਰਹੇ ਹਨ। ਉਸ ਨੇ ਆਪਣੀ ਮਾਂ ਨੂੰ ਪੁੱਛਿਆ, "ਮਾਂ, ਸਾਰੇ ਰੋ ਕਿਉਂ ਰਹੇ ਹਨ?" ਉਸ ਦੀ ਮਾਂ ਨੇ ਉਸ ਨੂੰ ਕੋਈ ਜਵਾਬ ਨਹੀਂ ਦਿੱਤਾ। ਉਹ ਉਸ ਨੂੰ ਚੁੱਪ ਕਰਾਉਣ ਵਿਚ ਲੱਗੀ ਰਹੀ। ਉਸ ਨੇ ਫਿਰ ਪੁੱਛਿਆ, "ਮਾਂ, ਦੱਸ ਨਾ, ਸਾਰੇ ਰੋ ਕਿਉਂ ਰਹੇ ਹਨ?" ਉਸ ਦੀ ਮਾਂ ਨੇ ਉਸ ਨੂੰ ਕਿਹਾ, "ਪੁੱਤਰ, ਤੇਰੇ ਦਾਦਾ ਜੀ ਸਵਰਗ ਸਿਧਾਰ ਗਏ ਹਨ।" ਉਸ ਨੇ ਪੁੱਛਿਆ, "ਸਵਰਗ ਸਿਧਾਰ ਗਏ ਹਨ ਦਾ ਕੀ ਮਤਲਬ?" ਉਸ ਦੀ ਮਾਂ ਨੇ ਉਸ ਨੂੰ ਕਿਹਾ, "ਪੁੱਤਰ, ਸਵਰਗ ਸਿਧਾਰ ਗਏ ਹਨ ਦਾ ਮਤਲਬ ਹੈ ਕਿ ਉਹ ਮਰ ਗਏ ਹਨ।" ਉਸ ਨੇ ਪੁੱਛਿਆ, "ਮਰ ਗਏ ਹਨ ਦਾ ਕੀ ਮਤਲਬ?" ਉਸ ਦੀ ਮਾਂ ਨੇ ਉਸ ਨੂੰ ਕਿਹਾ, "ਪੁੱਤਰ, ਮਰ ਗਏ ਹਨ ਦਾ ਮਤਲਬ ਹੈ ਕਿ ਉਹ ਹੁਣ ਇਸ ਦੁਨੀਆ ਵਿਚ ਨਹੀਂ ਰਹੇ।" ਉਸ ਨੇ ਪੁੱਛਿਆ, "ਇਸ ਦੁਨੀਆ ਵਿਚ ਨਹੀਂ ਰਹੇ ਦਾ ਕੀ ਮਤਲਬ?" ਉਸ ਦੀ ਮਾਂ ਨੇ ਉਸ ਨੂੰ ਕਿਹਾ, "ਪੁੱਤਰ, ਇਸ ਦੁਨੀਆ ਵਿਚ ਨਹੀਂ ਰਹੇ ਦਾ ਮਤਲਬ ਹੈ ਕਿ ਉਹ ਹੁਣ ਕਦੇ ਵਾਪਸ ਨਹੀਂ ਆਉਣਗੇ।" ਉਸ ਨੇ ਪੁੱਛਿਆ, "ਕਦੇ ਵਾਪਸ ਨਹੀਂ ਆਉਣਗੇ ਦਾ ਕੀ ਮਤਲਬ?" ਉਸ ਦੀ ਮਾਂ ਨੇ ਉਸ ਨੂੰ ਕਿਹਾ, "ਪੁੱਤਰ, ਕਦੇ ਵਾਪਸ ਨਹੀਂ ਆਉਣਗੇ ਦਾ ਮਤਲਬ ਹੈ ਕਿ ਉਹ ਹੁਣ ਕਦੇ ਵੀ ਸਾਡੇ ਨਾਲ ਨਹੀਂ ਰਹਿਣਗੇ।" ਉਸ ਨੇ ਪੁੱਛਿਆ, "ਸਾਡੇ ਨਾਲ ਨਹੀਂ ਰਹਿਣਗੇ ਦਾ ਕੀ ਮਤਲਬ?" ਉਸ ਦੀ ਮਾਂ ਨੇ ਉਸ ਨੂੰ ਕਿਹਾ, "ਪੁੱਤਰ, ਸਾਡੇ ਨਾਲ ਨਹੀਂ ਰਹਿਣਗੇ ਦਾ ਮਤਲਬ ਹੈ ਕਿ ਉਹ ਹੁਣ ਕਦੇ ਵੀ ਸਾਨੂੰ ਨਹੀਂ ਮਿਲਣਗੇ।" ਉਸ ਨੇ ਪੁੱਛਿਆ, "ਸਾਨੂੰ ਨਹੀਂ ਮਿਲਣਗੇ ਦਾ ਕੀ ਮਤਲਬ?" ਉਸ ਦੀ ਮਾਂ ਨੇ ਉਸ ਨੂੰ ਕਿਹਾ, "ਪੁੱਤਰ, ਸਾਨੂੰ ਨਹੀਂ ਮਿਲਣਗੇ ਦਾ ਮਤਲਬ ਹੈ ਕਿ ਉਹ ਹੁਣ ਕਦੇ ਵੀ ਸਾਨੂੰ ਦਿਖਾਈ ਨਹੀਂ ਦੇਣਗੇ।" ਉਸ ਨੇ ਪੁੱਛਿਆ, "ਦਿਖਾਈ ਨਹੀਂ ਦੇਣਗੇ ਦਾ ਕੀ ਮਤਲਬ?" ਉਸ ਦੀ ਮਾਂ ਨੇ ਉਸ ਨੂੰ ਕਿਹਾ, "ਪੁੱਤਰ, ਦਿਖਾਈ ਨਹੀਂ ਦੇਣਗੇ ਦਾ ਮਤਲਬ ਹੈ ਕਿ ਉਹ ਹੁਣ ਕਦੇ ਵੀ ਸਾਨੂੰ ਨਜ਼ਰ ਨਹੀਂ ਆਉਣਗੇ।" ਉਸ ਨੇ ਪੁੱਛਿਆ, "ਨਜ਼ਰ ਨਹੀਂ ਆਉਣਗੇ ਦਾ ਕੀ ਮਤਲਬ?" ਉਸ ਦੀ ਮਾਂ ਨੇ ਉਸ ਨੂੰ ਕਿਹਾ, "ਪੁੱਤਰ, ਨਜ਼ਰ ਨਹੀਂ ਆਉ

(20)

27-4-99

L.R.

28-4-99